

commission payments to customers and all installation and maintenance of pay telephones secured for SPSI by Sprint/United under this Agreement.

Violation of these standards or those of the FCC or FPSC shall be grounds for immediate termination of this Agreement by Sprint/United.

These standards are in addition to the standards applied by the Florida Public Service Commission to privately owned pay telephone companies in the Commission rules. Violation of these standards or those of the Commission shall be grounds for immediate termination of this Agreement by Sprint/United.

### SECTION THIRTEEN COMPLIANCE WITH LAWS

Both parties agree to comply with all laws, including without limitation, laws pertaining to equal opportunity and employment, occupational health and safety and worker's compensation, in carrying out their obligations under this Agreement.

### SECTION FOURTEEN INDEPENDENT CONTRACTOR RELATIONSHIP

The parties shall at all times be independent contractors, and under no circumstances shall the employees of one party be considered employees of the other party.

### SECTION FIFTEEN GRATUITIES

It is the written policy of Sprint/United to decline acceptance of gratuities offered by vendors of products or services. During the negotiation and term of this Sales Agency Agreement and any attached schedule, and any extension thereof, SPSI shall not offer and shall not give a gratuity of any sort to any employee of Sprint/United. SPSI shall report the solicitation of a gratuity of any sort by a Sprint/United employee to an officer of Sprint/United. Failure by SPSI to comply with this provision may result in termination of this Agreement and any attached schedules, or in such other action as Sprint/United deems appropriate, regardless of whether SPSI initiated the offer of a gratuity, or an employee of Sprint/United solicited the gratuity.

### SECTION SIXTEEN FORCE MAJEURE

Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials,

transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing.

#### SECTION SEVENTEEN GENERAL PROVISIONS

a. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

b. Failure or delay by either party to exercise any right, power, or privilege, under this Agreement, shall not operate as a waiver thereof.

c. This Agreement constitutes the entire Agreement between the parties and supersedes all prior offers, negotiations and agreements.

d. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Witnesses:

Edwina Mullins

United Telephone Company of Florida

By: James T. Rini

Title: General Manager - Pub Tel

FOR  
AND  
APPROVED

Sprint Payphone Services, Inc.

Christina Lane

By: Yvette Jones

Title: President

GENERAL AGREEMENT  
BETWEEN  
SPRINT PAYPHONE SERVICES, INC.  
AND  
SPRINT UNITED/CENTEL TELEPHONE FLORIDA

GENERAL AGREEMENT  
FOR  
PAY TELEPHONE INSTALLATION, REMOVAL, MAINTENANCE,  
COLLECTION AND COIN-COUNTING SERVICES

BETWEEN

SPRINT PAYPHONE SERVICES, INC.  
AND  
SPRINT UNITED/CENTEL TELEPHONE FLORIDA

	CONTENTS	PAGE
ARTICLE 1.	LOCATION OF WORK TO BE PERFORMED	3
ARTICLE 2.	DESIGNATED WORK	3
ARTICLE 3.	LABOR, MATERIALS AND APPLIANCES	4
ARTICLE 4.	PERMITS AND LICENSES	5
ARTICLE 5.	BEGINNING AND COMPLETION DATES	5
ARTICLE 6.	DELAYS: EXTENSION OF COMPLETION DATE	6
ARTICLE 7.	INSPECTION OF WORK	6
ARTICLE 8.	CHANGES IN THE DESIGNATED WORK	7
ARTICLE 9.	LOSSES: INDEMNITY OF TELEPHONE COMPANY	7
ARTICLE 10.	LIABILITY INSURANCE	8
ARTICLE 11.	CONTRACT PRICE	9
ARTICLE 12.	METHOD OF PAYMENT: DETAILED INVOICES	9
ARTICLE 13.	RECEIPTED BILLS, CLAIMS AND LIENS	9
ARTICLE 14.	DEDUCTIONS FROM INVOICES	10
ARTICLE 15.	ASSIGNMENTS	10

Page Two  
General Agreement

ARTICLE 16.	PROTECTIVE MEASURES AND NOTICES	10
ARTICLE 17.	GRATUITIES	11
ARTICLE 18.	EXAMINATION OF RECORDS	11
ARTICLE 19.	FINANCIAL STATEMENTS	11
ARTICLE 20.	EQUAL EMPLOYMENT OPPORTUNITY	11
ARTICLE 21.	TERM AND CANCELLATION	11
ARTICLE 22.	BANKRUPTCY	12
ARTICLE 23.	CONTRACT READ AND UNDERSTOOD	12
EXHIBIT A	PRICE SCHEDULE	13

THIS AGREEMENT is made by and between Sprint Payphone Services, Inc., a Florida Corporation with offices at 750 South Northlake Blvd., Suite 1000, Altamonte Springs, Florida 32701, hereinafter called "SPSI" and Sprint United/Centel Telephone Florida, a Florida Corporation with its principal office address being at Post Office Box 165000, Altamonte Springs, Florida 32716-5000, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Sprint Payphone Services, Inc. (SPSI) desires to have certain work specified in Exhibit A performed as it may from time to time direct; and

WHEREAS, Sprint United/Centel (the Contractor) represents itself to be capable and willing to perform such work as and when requested;

NOW THEREFORE, SPSI and the Contractor, in consideration of the mutual covenants hereinafter contained, agree as follows:

ARTICLE 1. LOCATION OF WORK TO BE PERFORMED

The location of the work to be performed under this Agreement will remain within the State of Florida.

ARTICLE 2. DESIGNATED WORK

- (a) The Contractor will perform, or furnish, within the State of Florida, such work items, labor and/or equipment set forth on Exhibit A as are authorized by work orders delivered from time to time to the Contractor by SPSI. Such work items, labor and/or equipment shall be referred to collectively herein as the "Designated Work". Work items are described and defined on Exhibit A. The term "Work Orders" shall mean Routine and Specific Work Orders and other appropriate work drawings which specify the items of work authorized to be performed hereunder. Such terms shall also include verbal work orders given to the Contractor for the purpose of emergency restoration, which SPSI will, when practical, confirm in writing. The Contractor shall furnish, at SPSI's request such Designated Work at the Unit and Hourly Rates specified on Exhibit A or by rates agreed upon by both parties in advance.
- (b) SPSI retains the right to assign the type work covered by this Agreement to other contractors or to its own employees in the same areas as assigned to the Contractor.

SPSI shall not be required to assign any specific amount, quantity or volume of work to the Contractor.

### ARTICLE 3. LABOR, MATERIALS AND APPLIANCES

- (a) The Contractor will furnish all labor, cartage, tools, implements, appliances and motor vehicles required to fully perform all Designated Work.
- (b) SPSI reserves the right to decide which materials and supplies the Contractor will furnish to perform the designated work. SPSI may furnish certain or all items of supplies and materials which it decides is necessary to perform the designated work. In the event SPSI and the Contractor agree that the Contractor will furnish certain items of material or supplies, the Contractor will invoice SPSI for such. SPSI will pay within thirty (30) days for all such items which shall be fully accounted for by the Contractor. If the Contractor furnishes materials, supplies, or utilizes special equipment with prior approval of SPSI, the Contractor may invoice SPSI at cost plus a ten (10) percent handling charge.
- (c) The Contractor shall be liable for the safekeeping of all material and property of SPSI when such material or property is removed by, or delivered to, the Contractor from SPSI's normal storage location. The Contractor shall reimburse SPSI for the replacement cost of any material or property placed in its custody which is not included in the Designated Work and not returned in good condition to SPSI's normal storage location, or other location designated by SPSI less reasonable breakage allowed by SPSI.
- (d) The Contractor shall, in performance of the Designated Work, supply tools, equipment, and workmanship of a quality in strict accord with accepted service standards governing pay telephone installation and any governmental requirements including the Americans With Disabilities Act. All Designated Work shall be performed in accordance with the specifications outlined and set forth in Work Orders.
- (e) The Contractor shall perform the Designated Work as an independent contractor. The Contractor shall employ and exclusively control all persons engaged in Designated Work and shall prescribe and control the means and methods of doing such work. No subcontractors shall be retained to work under this Agreement without the advanced written approval of SPSI.

- (f) The Contractor ~~acknowledges~~ that it is aware of its obligation under Section 1706 of the ~~Tax Reform~~ Act of 1986 and represents that it will comply with same with ~~regard to~~ any person performing work under this Agreement.
- (g) Upon request ~~by~~ SPSI, the Contractor shall promptly remove from SPSI jobs any ~~employee~~ of the Contractor or its subcontractor who, in the sole opinion of SPSI, ~~is~~ not doing an adequate job, has misappropriated or wasted SPSI ~~property~~, has falsely sought compensation for work performed under of ~~materials~~ used in performance of this Contract, has endangered any persons ~~or property~~ by improper action or failure to act, or is conducting himself/herself ~~in a~~ manner which reflects unfavorably upon SPSI. Such request shall ~~apply~~ only to such employee's performance of the Designated Work under ~~this~~ Contract and shall not be intended nor construed by the Contractor as ~~direction~~ or suggestion that the Contractor terminate or discipline said employee. ~~The~~ employee's employment status with the Contractor is in all circumstances ~~a~~ matter solely between the employee and the Contractor.

#### ARTICLE 4. PERMITS AND LICENSES

The Contractor shall ~~secure~~ all authorizations, permits and licenses required by any governmental authority ~~or private~~ property owner with respect to the Designated Work. The Contractor ~~shall~~ give all notices, pay all fees and comply with all governmental requirements ~~relating to~~ the Designated Work. The Contractor shall indemnify and save harmless the ~~Company~~ from all liability on account of the Contractor's failure to secure or ~~comply with~~ such authorizations, permits and licenses. SPSI shall cooperate with ~~Contractor~~ to the extent necessary to obtain or secure such authorizations, permits ~~and~~ licenses, and to comply with all governmental requirements.

#### ARTICLE 5. BEGINNING AND COMPLETION DATES

- (a) The Contractor ~~shall~~ perform the Designated Work with promptness and diligence to ~~meet the~~ completion date required by SPSI. Notwithstanding the above, SPSI ~~may~~ direct times and the order of precedence or priority in which any portions ~~of the~~ Designated Work shall be performed.
- (b) If the Contractor ~~fails~~ or refuses to supply sufficient suitable tools, equipment, materials or ~~skilled~~ workers to diligently and properly perform the Designated Work, SPSI, ~~after~~ two (2) days' written notice, may take over all incomplete portions of ~~the~~ Designated Work, materials and appliances on the site and



complete or have completed the designated Work. The Contractor shall be liable for the cost of the incomplete portion of the Designated Work and such cost shall be deducted from any compensation due the Contractor from SPSI. Any compensation otherwise due the Contractor of the Designated Work over and above the cost for completion by or for SPSI shall be paid to the Contractor by SPSI. The rights and remedies provided herein are not exclusive and are in addition to all other rights and remedies available to SPSI.

#### ARTICLE 6. DELAYS: EXTENSION OF COMPLETION DATE

- (a) The Contractor shall not be compensated by SPSI for time lost due to delays in completion of the Designated Work unless such lost time is caused by failure of SPSI to furnish necessary materials when needed or the failure of SPSI to properly prepare a site for installation. In the event of such compensable losses, SPSI will compensate the Contractor for such actual losses in an amount as specified in the particular Work Order.
- (b) Completion of the Designated Work shall be accomplished within the timeframe established by SPSI.
- (c) SPSI shall not be obligated to assign work to the Contractor, if, in the sole judgment of SPSI, the Contractor is for any reason incapable of performing such work on a timely basis.
- (d) SPSI may terminate this Agreement if Contractor's inability to perform work on a timely basis adversely affects the service schedules of SPSI, and the Contractor, after thirty (30) days' written notice, is, in SPSI's judgment, unable or unwilling to cure such deficiencies.

#### ARTICLE 7. INSPECTION OF WORK

- (a) SPSI may inspect all Designated Work performed by the Contractor. SPSI may reject any or all of the Designated Work, if such work is not performed or completed in accordance with the specifications set forth in any Work Order and the other requirements set forth in Article 3 (b) above. Any work unacceptable to SPSI shall be corrected immediately by the Contractor at the Contractor's expense.
- (b) All plant defects caused by faulty workmanship, negligence or omissions by the Contractor, its employees, agents or subcontractors in the performance of Designated Work which occur, appear or are discovered

within eighteen (18) months from completion and acceptance by SPSI shall be remedied immediately by the Contractor at the Contractor's expense. The Contractor shall save harmless and indemnify SPSI for all damages caused by such defects. SPSI shall give notice to the Contractor of any such defects within a reasonable time after their discovery.

#### ARTICLE 8. CHANGES IN THE DESIGNATED WORK

Authorized representatives of SPSI may modify, delete or add to Designated Work previously authorized by work orders. The Contractor's compensation in the event of such changes shall be adjusted accordingly. All Designated Work under such modified work orders shall be executed under the conditions of this Contract. Applicable forms in effect at the time of such modified work orders will be utilized to authorize and reflect such modifications.

#### ARTICLE 9. LOSSES: INDEMNITY OF TELEPHONE COMPANY

- (a) The Contractor shall indemnify, defend and save SPSI harmless from and against any and all claims, damages, losses, costs and expenses arising in or resulting from the performance or failure to perform the Designated Work. This shall include: (1) damages to property (including property of SPSI), (2) injury or death to persons, animals or livestock, (3) any and all interference with the service rendered SPSI, (4) payments made or required to be made to any employees, agents or representatives of Contractor under any Worker's Compensation law or under any plan of Contractor relating to employees' disability and death benefits. (5) any action of the Contractor, its agents or employees, in the performance of the Designated Work, and (6) any and all claims, liens, or lawsuits for labor and materials furnished by the Contractor. In no event shall Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits of SPSI.

The Contractor will defend on behalf of SPSI individually, or SPSI and the Contractor jointly, any claim or action for or arising out of any of the foregoing.

- (b) The Contractor shall defend and indemnify SPSI against any and all claims or actions arising against SPSI, singly or jointly with the Contractor, by anyone

performing work for or on behalf of Contractor under this Contract. The Contractor shall also defend, indemnify and save harmless SPSI in all claims and actions by said person(s) for wages, overtime wages, and payroll deductions.

- (c) SPSI shall not be entitled to any of the benefits of this Article with respect to any claim, suit or action unless: (a) SPSI shall have given Contractor written notice of such claim, suit or action, and permitted Contractor to defend the same through counsel of Contractor's insurer selection; and (b) SPSI shall provide to Contractor disclosure of all pertinent information in the possession of or available to SPSI, and extend assistance and co-operation in the investigation and defense of such claim, suit, or action. Should the Contractor fail to properly defend any such claim, lien or suit, SPSI may assume or join in such defense, the Contractor will reimburse SPSI for attorney's fees and other expenses incurred by it in handling or defending such claim, lien or suit including any amounts paid by SPSI in settlement or in satisfaction of judgment: Provided, however, that SPSI shall not be entitled to the benefits of this Article 9 with respect to any claim, suit or action which it has compromised or settled without the prior written consent of Contractor.

#### ARTICLE 10. LIABILITY INSURANCE

The Contractor shall carry insurance to protect the Contractor and SPSI from and against all losses, expenses and liabilities resulting from any loss, injury or damage referred to in Article 9. The minimum amounts for such insurance shall be as follows:

- |     |   |  |
|-----|---|--|
| (a) | Public Liability  | \$500,000 as to any one occurrence         |
| (b) | Property Damage   | \$500,000 as to any one occurrence         |
| (c) | Automobile Coverage   | \$500,000 as to any one person             |
|     |   | \$500,000 as to any one occurrence         |
|     |   | \$500,000 property damage- each occurrence |
| (d) | Worker's Compensation Insurance in the Florida Statutory Limits |  |

The above insurance shall be written to protect both the Contractor and SPSI. The Contractor shall cause each insurance carrier to submit directly to SPSI certificates showing effectiveness of the insurance in accordance with this Contract. Such certificates shall contain a provision that the insurance carrier will not cancel or modify any policy issued pursuant to this Agreement except upon written notice mailed to SPSI stating the effective date of such cancellation or change, which date shall not be less than fifteen (15) days after receipt of such notice by SPSI. The Contractor shall renew all policies of insurance required by this Contract and cause the insurance carrier to provide SPSI with renewal certificates or other evidence of renewal satisfactory to SPSI not less than fifteen (15) days prior to the expiration date of the policy. All insurance required shall remain in force for the life of the Contract. The Contractor's failure to strictly comply with the requirements for this Article shall be a default in this Contract for which SPSI may immediately terminate the same.

#### ARTICLE 11. CONTRACT PRICE

Compensation paid to the Contractor for the performance of the Designated Work shall be computed as follows:

- (a) Hourly - For hourly work performed, apply the appropriate hourly cost for items specified in Exhibit A, plus appropriate charges for any parts used to perform such work.

The manner of compensation shall be determined by SPSI and the Contractor. Subsequent changes in or additions to the items, rates, and charges set forth in Exhibit A must be agreed to in writing by SPSI and the Contractor. Such changes shall be amendments to Exhibit A and become a part of this Contract.

#### ARTICLE 12. METHOD OF PAYMENT: DETAILED INVOICES

Invoices covering Labor and/or Non-Labor Expenses shall be furnished by the Contractor subject to the provisions of Article 13. SPSI will pay the Contractor the total amount due not later than thirty (30) days from receipt of such detailed and correct invoices.

#### ARTICLE 13. RECEIPTED BILLS, CLAIMS AND LIENS

- (a) The Contractor shall attach to the invoices referred to in Article 12, receipted bills for all materials and expenses contained in said invoices.

- (b) In the event there are any outstanding bills against the Contractor for labor, materials or any other expenditures, related to the performance of the Designated Work, SPSI may pay said outstanding bills and deduct the amount of same from the amounts shown in the invoice or withhold payment of any amount equal to the sum of said bills until the same are paid by the Contractor.
- (c) SPSI may, before making any payment to the Contractor require the Contractor to furnish satisfactory proof of full payment by the Contractor for all labor, materials, supplies and equipment furnished for or used in the performance of the Designated Work. SPSI may require the Contractor to furnish satisfactory waivers of lien supported by affidavits, establishing that all liens and rights to claim liens which could arise out of the performance of the Designated work have been waived. Whether or not such proofs of payment or waivers have been furnished, the Contractor shall indemnify SPSI from any liens, liabilities, actions, costs and expenses associated in any way with the Contractor's or any subcontractor's or materialman's failure to pay for any labor, materials, supplies, or equipment used in or furnished in the performance of the Designated Work.

#### ARTICLE 14. DEDUCTIONS FROM INVOICES

SPSI may deduct from any invoices rendered by the Contractor as provided for in Article 12, before issuing certificates of payments thereon, an amount sufficient to protect SPSI from loss on account of: (a) defective work not remedied; (b) claims filed against the Contractor, or reasonable evidence indicating the probable filing of such claims; (c) failure of the Contractor to make payments properly for materials or labor; and/or (d) cost of restoration of telephone service as the result of Contractor damage to SPSI facilities or negligence on the part of the Contractor in the performance of the Designated Work.

#### ARTICLE 15. ASSIGNMENTS

This Agreement shall not be assigned by the Contractor without the written consent of SPSI. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

#### ARTICLE 16. PROTECTIVE MEASURES AND NOTICES

- (a) Performance of the Designated Work may bring employees of the Contractor and/or its subcontractors in close proximity to the facilities of others with the

resulting risk of injury or death of such employees and other persons or damages to such facilities. The Contractor shall keep itself fully informed of the location of the facilities of other and assumes full responsibility for taking appropriate protective measures to avoid or minimize such risks.

- (b) At the Contractor's request, SPSI will confirm to other persons or utilities that the Contractor is performing work for SPSI and request the cooperation of such persons or utilities to determine the existence, location and ownership of any facility that may be subject to damages in the performance of the Designated Work. However, the Contractor shall be solely responsible for taking proper protective measures to protect all persons from personal injury and to prevent damage to facilities encountered while performing the Designated Work.

#### ARTICLE 17. GRATUITIES

SPSI will decline acceptance of gratuities offered by vendors of products or services. During the term of this Agreement and any extension hereof, the Contractor will not offer and will not give a gratuity of any sort to employees of SPSI. The Contractor will report the solicitation of a gratuity of any sort by an SPSI employee to an officer of SPSI. Failure to comply with this provision may result in termination of this Agreement or in such other action as SPSI deems appropriate, regardless of whether the Contractor initiated the offer or an employee of SPSI solicited it.

#### ARTICLE 18. EXAMINATION OF RECORDS

SPSI shall, within three (3) years of the final payment tendered under this Contract, have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions relative to this Contract.

#### ARTICLE 19. FINANCIAL STATEMENTS

The Contractor agrees to furnish SPSI, upon request, a copy of the Contractor's audited financial statements for the latest twelve-month period.

#### ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

The provisions of Section 202 of the Executive Order 11246 and the Rules and Regulations issued pursuant to Section 201 thereof are hereby incorporated by reference and the

Contractor represents, by signing this Contract, that it will comply with such Executive Order and Rules and Regulations and amendments thereto to the extent the same are applicable.

#### ARTICLE 21. TERM AND CANCELLATION

- (a) This Agreement shall be effective upon the date it is executed by the last party to execute this Agreement, and shall remain in effect until terminated by either party upon thirty (30) days' written notice to the other party.
- (b) At the expiration of the indicated term of this Contract, the obligations and rights of both parties as provided in this Contract shall continue for any work not completed at the expiration date. The Contractor agrees to perform all work set forth in any work order delivered to it by SPSI prior to the expiration date. Nothing contained in this Article shall be construed to limit SPSI's right to immediately terminate this Contract as hereinbefore provided.

#### ARTICLE 22. BANKRUPTCY

The filing of any petition for bankruptcy, any assignment for the benefit of creditors, insolvency or other debtor's proceedings by or against the Contractor, or the adjudication in bankruptcy of the Contractor or the appointment of a receiver for Contractor by any court shall, at SPSI's sole option, serve to terminate this Agreement.

#### ARTICLE 23. CONTRACT READ AND UNDERSTOOD

The Contractor has read and understands this complete Contract and the attached Exhibits and shall fully comply with all terms, covenants and agreements set forth herein.

SPRINT/UNITED TELEPHONE-FLORIDA  
SPRINT/CENTEL-FLORIDA

PUBLIC COMMUNICATIONS POLICY

GOAL

The goal of Sprint/United Telephone-Florida (United) and Sprint/Centel-Florida (Centel) in the present and in the future is to be a superior provider of public communications service, to be a financially successful competitor in the public communications market and to operate ethically and with integrity in the marketplace.

POLICY

Ethics

United and Centel will operate their public communications businesses in accord with the Sprint Corporation Code of Ethics.

Sales

United and Centel shall make every effort consistent with ethical and legal standards to maintain existing public communications locations and to acquire profitable new locations.

United and Centel shall diversify their ability to satisfy premises owners' needs and expectations by offering a wide variety of products and services, and mixes of products and services, including offering the products and services of other vendors under sales agency agreements.

United and Centel shall use premises owner needs and expectations as their guide in offering services. Depending on the circumstances of the sales contact, United and Centel shall offer their services, a mix of their services and others' services, or the services of others pursuant to sales agency agreements in order to satisfy premises owners' needs and expectations.

United or Centel sales representative shall not be restricted from selling any products or services offered by United or Centel even when using a list of sales contacts provided by a company with a sales agency agreement.

Prior to offering the services of others, United or Centel shall obtain a letter of authorization from the premises owner if any information possessed by the local exchange company is to be used in evaluating the premises owner's needs and expectations. United and Centel shall not use customer (premises owner) information



in the possession of the local exchange company in the sale of other entities' products and services unless a letter of authorization is signed by the premises owner.

United and Centel shall not encourage or otherwise advise or suggest to a premises owner that he/she should terminate or violate the terms of an existing public communications contract in order to contract with United or Centel or any other company or which United or Centel is an authorized representative.

Guidelines

Guidelines and scripts prepared by United and Centel shall be used by sales persons of United and Centel to assure adherence to this policy statement.

Each public communications sales person shall be provided with a copy of this policy statement, the guidelines, scripts and training to assure adherence to this policy.

I, Jeff Scaife, have read and understand the foregoing policy and will adhere to it in my efforts on behalf of Sprint/United Telephone-Florida and Sprint/Centel-Florida.

Jeff Scaife  
Signature

3/6/95  
Date





Box 165000  
Altamonte Springs, Florida 32716-5000

January 12, 1996

Whirlpool Laundry  
P.O. Box 244  
Grand Island, FL 32735

**Re: Payphone (904) 669-9959 Located At 169 Central Avenue,  
Umatilla, FL**

Dear Manager:

Enclosed is a United Telephone Pay Telephone Service and Lease Agreement to be signed and returned in the mail to renew the payment of commission for the above-referenced payphone.

Please sign as the authorized person under "Lessor" (as indicated with yellow highlighting) on Page 1 and have someone sign as "Witness" to the Lessor signature.

Also enclosed is a Letter of Agency for the selection of United Telephone Long Distance as the long distance carrier for the payphone. Please sign where highlighted.

Please return all paperwork in the self-addressed postage-paid envelope. The yellow customer agreement copy will be returned for your records after the account manager signs the contract.

Failure in returning this paperwork signed will result in termination of the monthly payphone commission checks.

Sprint/United Telephone appreciates your business and promises to provide many more years of quality payphone service. If you have any questions, please call me at (407) 291-6794 or 1-800-432-1111.

Sincerely,

Greg Walker  
Account Manager-Public Telephone

Payphone Number:  
(904) 669-9959

UNITED TELEPHONE COMPANY OF FLORIDA  
and/or CENTRAL TELEPHONE COMPANY OF FLORIDA  
Exclusive Pay Telephone Service and Lease Agreement

THIS AGREEMENT is made by and between WHIRLPOOL LAUNDRY  
(hereinafter referred to as "Lessor") and United Telephone of Florida, D.B.A. Sprint/United Telephone-Florida, and/or Central Telephone Company of Florida, D.B.A. Sprint/Centel-Florida (hereinafter referred to as "Lessee").

RECITALS

a. Lessor desires pay telephone service at the location(s) listed in this Agreement and is willing to devote space at the location(s) to Lessee for the provisions of such service for reasonable compensation.

b. Lessee can provide pay telephone service at the location(s) listed in this Agreement if it is provided space for such service and is willing to pay reasonable compensation to Lessor based on the business generated by use of the space for the provision of pay telephone service.

The signature blocks for this Agreement are placed on the front of this sheet, rather than at the end of the Agreement, for the convenience of the parties. The parties confirm that they have read and understand the Agreement contained on the front and back of this sheet, and executed the Agreement on the dates listed below their signatures.

LESSOR:

WHIRLPOOL LAUNDRY

By: \_\_\_\_\_  
(print name here)

Date: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

LESSEE:

United Telephone Company of Florida:

By: \_\_\_\_\_  
Greg Walker-Account Manager  
(print name here)

Date: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

LESSEE:

Central Telephone Company of Florida:

By: \_\_\_\_\_  
(print name here)

Date: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

NOW THEREFORE, in consideration of the mutual promises and covenant contained herein, parties agree as follows:

1. EXCLUSIVE PAY TELEPHONE SERVICE AND LEASE.

Lessor hereby grants unto Lessee the exclusive right to install and operate all pay telephones at the location(s) described in the attached Exhibit A. In furtherance of such exclusive right, Lessor does hereby lease space at the location(s) listed on the attached Exhibit A to Lessee for the installation of pay telephone(s). Additions and deletions to Exhibit A may be made from time to time by amendment of this Agreement to add additional location(s). Deletions may be made to Exhibit A only in the event a location is closed by Lessor or as is provided in Section 4 or Section 8(d) below. Sale, lease or transfer of a location shall not be considered a closing and shall be handled as described in Section 5(f) below.

2. PAYMENT. In consideration of Lessor's granting the exclusive right to provide pay telephone service at the locations listed in the attached Exhibit A, Lessee shall pay monthly to the Lessor the following amounts:

a. Ten percent (10 %) of local revenues carried and billed by Lessee attributable to the pay telephones installed at the locations listed in the attached Exhibit A. Lessee shall be the exclusive provider of local exchange service to the pay telephones listed in the attached Exhibit A.

b. Ten percent (10 %) of InterLATA toll revenues carried and billed by Lessee or a primary interexchange carrier designated by Lessee attributable to the pay telephones installed at the locations listed in the attached Exhibit A. Lessee shall designate the primary interexchange carrier for interLATA toll.

c. Ten percent (10 %) of InterLATA toll revenues carried and billed by Lessee or a primary interexchange carrier designated by Lessee attributable to the pay telephones installed at the locations listed in the attached Exhibit A. Lessee shall designate the primary interexchange carrier for interLATA toll.

d. One dollar (\$1.00) of the first commission payment as listed above per year per pay telephone installed pursuant to this Agreement for lease of the space for placement of the pay telephone.

e. Lessor shall be responsible for payment of any and all taxes on the above stated amounts which are paid to it.

3. NOTICES. Whenever written notice is required under this Agreement, it shall be sent to the parties at the following addresses:

a. Lessor:

Whirlpool Laundry  
P.O. Box 244  
Grand Island, Florida 32735  
169 Central Avenue  
Unatilla, Florida

LOCATION:

b. Lessee:

United Telephone Company of Florida  
Central Telephone Company of Florida  
Public Access Operations Center/MC 4045  
P. O. Box 155000  
Altamonte Springs, Florida 32716-5000

4. TERMS. This Agreement shall be effective commencing on January 1, 19 96 and shall run for an initial term of thirty-six (36) months.

from the effective date. Exhibit A shall be effective on the same date as this Agreement. Additions or deletions made to Exhibit A as described in Section 1 shall be date of the Agreement effective the day they are made and shall terminate on the termination. Upon termination, Lessor shall allow Lessee access to the location(s) listed in the attached Exhibit A for removal of the pay telephone(s) and associated equipment.

**5. LESSOR'S REPRESENTATIONS.** Lessor hereby agrees as follows:

a. During the term of this Agreement, Lessor shall not grant the right to install and operate pay telephone service at any location listed in this Agreement to any other entity or individual.

b. Lessor shall be responsible for reasonable notification of Lessee of any malfunction, loss of service, theft, vandalism or other damage to any pay telephone or associated equipment provided under this Agreement. Lessor shall allow Lessee reasonable access to the pay telephones and associated equipment during normal business hours of Lessor for repair, maintenance and collections.

c. Lessor shall exercise reasonable diligence in preventing damage or destruction to the pay telephones installed pursuant to this Agreement, but shall not be liable or responsible for such loss or destruction unless it is due to the gross negligence or willful actions of Lessor, its agents or employees.

d. Lessor shall permit Lessee to connect electrical lines as needed for telephone booth and sign lighting to an appropriate connection as approved by Lessor. Lessor shall supply electrical power on a 24 hour per day basis for telephone booth and sign lighting as each pay telephone covered by this Agreement is placed in service.

e. The person signing this Agreement as Lessor represents and warrants that he or she is the Lessor or an authorized representative of the Lessor and that the Lessor has not entered into any agreement with any other pay telephone provider for pay telephone service at the location(s) covered by this Agreement. Lessor further represents that he, she or it owns, leases or controls the location(s) covered by this Agreement and has full authority to agree to the provisions of this Agreement.

f. Lessor agrees that should it sell, lease or otherwise transfer control of any or all of the location(s) covered by this Agreement, that such sale, lease or other transfer shall be made subject to the terms of this Agreement. Lessor agrees that should it fail to make such sale, lease or transfer subject to the terms of this Agreement and Lessee is required by the new entity or person controlling the location to remove its pay telephone(s) that Lessor shall pay to Lessee the termination charges listed in Section 7 of this Agreement for each pay telephone(s) removed.

g. Lessor is aware that pay telephone service in the State of Florida is regulated by the Florida Public Service Commission and the Federal Communications Commission. Lessor and Lessee shall comply with all regulatory requirements of the State of Florida and the federal government concerning pay telephone service including without limitation access requirements of the Americans with Disabilities Act; however, nothing herein shall require Lessee to make modifications to Lessor's premises to comply with the Americans with Disabilities Act.

h. Lessor acknowledges Lessee is not responsible for repairs of Lessor's premise or grounds when a pay telephone, enclosure or ancillary equipment is removed or relocated under the terms and conditions of this agreement.

**6. LESSEE'S REPRESENTATIONS.** Lessee hereby agrees as follows:

a. Lessee shall be solely liable and responsible for the costs and expenses of purchase, installation, repair, maintenance and rental of telephone lines for the pay telephones installed at the location(s) listed in Exhibit A to this Agreement.

b. Lessee shall make all commission payments to Lessor within sixty days of the date of collection and shall provide an accounting of the commissions paid.

c. Lessee shall install and maintain the pay telephones and associated equipment provided under this Agreement in a professional manner. Any deficiencies noted by the Lessor shall be brought to the Lessee attention and will be corrected within thirty (30) days.

d. In the event the total amount on which commissions are paid does not exceed \$100 per month for a particular pay telephone, Lessee may remove that pay telephone and associated equipment from service and that pay telephone shall no longer be subject to this Agreement. Lessee shall provide Lessor at least thirty (30) days written notice prior to removal of a pay telephone under this provision.

**7. TERMINATION.** In the event that this Agreement, except as provided in Section 1 or Section 4 above, is terminated by the Lessor for any pay telephone listed in Exhibit A, the Lessor, its successors and assigns, shall pay Lessee termination charges for each pay telephone terminated. Termination charges shall be the amount of \$100 for each pay telephone terminated for each remaining month of service of the then current term of this Agreement.

**8. LESSEE'S PROPERTY.** The pay telephones installed pursuant to this Agreement shall at all times remain the sole and exclusive property of the Lessee and nothing contained herein shall be construed as granting Lessor any right or interest in said pay telephones. If necessary, Lessor shall assist and cooperate with the Lessee in the execution of any documents required to demonstrate Lessee's sole ownership of the pay telephones.

**9. LIMITATION OF LIABILITY.** Neither party shall be liable to the other as a result of any claim against the other arising out of this agreement for any amount in excess of the actually incurred damages; provided that each party shall be liable for intentional harm caused by its employees. In no event shall either party be liable to the other for any incidental or consequential damages, even if advised of the possibility of such damages. Each party shall be responsible for the consequences of its own negligence and will indemnify and hold the other harmless for same.

**10. OBLIGATIONS AND RIGHTS.** The obligations and rights under this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

**11. FORCE MAJEURE.** Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strikes, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**12. ATTORNEY'S FEES.** In the event either party to this Agreement is required to take action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs, including reasonable attorney's fees and costs for any appeals thereof, as well as any collection costs incurred.

**13. GRATUITIES.** It is the written policy of Lessee to decline acceptance of gratuities offered by purchasers or vendors of products or services. During the negotiation and term of this Agreement and any attached Exhibit, and an extension thereof, Lessor shall not offer and shall not give a gratuity of any sort to any employee of Lessee. Lessor shall report the solicitation of a gratuity of any sort by an employee of Lessee to an officer of Lessee. Failure by Lessor to comply with this provision may result in termination of this Agreement and any attached Exhibits, or in such other action as Lessee deems appropriate, regardless of whether Lessor initiated the offer of a gratuity, or an employee of Lessee solicited the gratuity.

**14. GENERAL PROVISIONS.**

a. This Agreement may not be assigned or subcontracted by either party without the written consent of the other party, which shall not be unreasonably withheld.

b. Failure or delay by either party to exercise any right, power, or privilege, under this Agreement, shall not operate as a waiver thereof.

c. This Agreement constitutes the entire Agreement between the parties and supersedes all prior offers, negotiations and agreements.

d. This Agreement shall be governed by the laws of the State of Florida.

**SPRINT/UNITED TELEPHONE COMPANY OF FLORIDA**  
**Post Office Box 185000**  
**Altamonte Springs, FL 32716-5000**

**PAY TELEPHONE COMMISSION AGREEMENT AND LETTER OF AGENCY**

It is understood that the pay telephone(s) listed below are on my premises and can be presubscribed to the long distance carrier of my choice. I hereby designate Sprint/United Telephone of Florida as my authorized agent and attorney to act in my stead for making all arrangements to place the listed pay telephones on the designated long distance carrier below or such other long distance carriers as designated by United Telephone of Florida. Under no circumstances should any changes be made to my account without prior written notification from United Telephone of Florida or myself. I understand that there may be a PIC charge fee imposed by the local exchange carrier.

THE DESIGNATED LONG DISTANCE CARRIER IS

**UNITED TELEPHONE LONG DISTANCE (UTLD)**

Pay Telephone Location(s)	(Area Code) Payphone Number	Payphone Number	Payphone Number	Existing Carrier	LEC
Name Whirlpool Laundry	(904) 669-9959				
Address 169 Central Avenue, Umatilla, FL					
Name					
Address					
Name					
Address					

**COMPANY INFORMATION**

NAME Whirlpool Laundry	SIGNATURE	
ADDRESS P.O. Box 244	PRINT NAME	PRINT TITLE
CITY/STATE/ZIP CODE Grand Island, Florida 32735	CONTACT PHONE	EFFECTIVE CONTRACT DATE 01-01-96

**COMMISSION AGREEMENT**

Sprint/United Telephone of Florida hereby agrees to pay a commission for all non-coin, interlata, interstate, intrastate and international calls that originate from the listed pay telephones and travel over the designated long distance carriers network. Commissions will be paid on a regular basis after the call history and revenue are received from the designated long distance carrier. Customer agrees to have the designated carrier assigned as the primary long distance carrier for each payphone listed above. Customer further authorizes United Telephone of Florida to act on Customer's behalf to assure the listed payphones are continually assigned to the designated carrier for the term of this Agreement. The term of this Agreement is for the amount of time marked below and will automatically renew for additional terms unless cancelled by either party within a sixty (60) day written notice prior to any renewal period.

**Please Read This Entire Agreement Before Signing**

Term of This Agreement	Circle Only One	The Commission Rate	Circle Only One
1 Year    2 Years <b>3 Years</b> 4 Years	_____ Years	<b>10%</b> 11%    12%    13%    _____ %	
Customer Signature:		Account Manager: Greg Walker	Federal ID Number
CONTRACT NUMBER:		PAYEE NUMBER:	

F

.

CINCINNATI BELL





WORLD PAYPHONE™

**M & M PAY PHONES, INC.**

*CMS*

April 22, 1996

Mr. Ken Rogiers  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

Dear Mr. Rogiers,

The purpose of this letter is to initiate a formal complaint against Cincinnati Bell Telephone for unethical business practices. The circumstances are as follows:

On April 15, 1996, Robin Cunningham, owner of the Reading IGA, signed an exclusive contract with my company for pay phone services. At that time, the Reading IGA had 1 Cincinnati Bell pay phone. Mr. Cunningham shared with us his contract with Cincinnati Bell which allowed for a buyout of the contract. We agreed to buyout the Cincinnati Bell contract and Mr. Cunningham signed the M & M contract and letter of agency.

I submitted the paperwork to Cincinnati Bell (via fax, as usual) on Sunday, April 21, 1996. On the following Monday morning, April 22, Mr. Cunningham contacted my company, saying that a representative from the Cincinnati Bell Pay Phone division had been repeatedly calling him that morning, trying to encourage him to keep the Cincinnati Bell pay phone with offers of higher commission rates and back pay amounting to approximately \$300. When I called the Cincinnati Bell Coin Department asking for the buyout amount and install date for my line, I was told that the customer still wanted Cincinnati Bell's pay phone (despite the fact that Cincinnati Bell had in their possession a valid, signed exclusive contract for this customer with M & M Pay Phones) and therefore they were not going to allow a buyout of their phone as their contract clearly provides.

We have since discussed this matter with Mr. Cunningham, and he assures us that he intends to proceed with the contract that he signed with my company and that the Cincinnati Bell pay phone is to be removed. At this time, I am still waiting for a buyout figure and install date from Cincinnati Bell.